



## TERMS & CONDITIONS

### Aviva LifeShield Advantage Non-linked-Non-participating Plan- (UIN: 122N081V01 ) Option-A

Your Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which means these Standard Terms & Conditions, the Schedule and Riders, if any.

#### 1) Interpretation and Definitions

- a) The terms defined below have the meanings given to them wherever they appear in the Policy Document:
- i) Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
  - ii) Insured means the person named as the life insured in the Schedule.
  - iii) Insured Event means the Insured's death.
  - iv) Maturity Benefit means the amount payable in accordance with Article 3)b).
  - v) Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable.
  - vi) Nominee means the person named in Schedule who has been nominated in accordance with Article 10).
  - vii) Paid-up Sum Assured means the Sum Assured for a paid-up Policy which is calculated in accordance with Article 4)c)ii).
  - viii) Paid-up Value means the Maturity Benefit for a paid up Policy which is calculated in accordance with Article 4).
  - ix) Policy means the arrangements established by this Policy Document.
  - x) Policyholder means the adult named in the Schedule who has concluded this Policy with Us.
  - xi) Policy Anniversary means the annual anniversary of the Commencement Date.
  - xii) Policy Term means the period between the Commencement Date and the Maturity Date.
  - xiii) Policy Year means the year commencing on the Commencement Date or any Policy Anniversary.
  - xiv) Regular Premium means the amount payable by You in the manner and at the intervals (Premium Frequency) specified in the Schedule and Article 4)a).
  - xv) Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
  - xvi) Proposal Form means the signed, completed and dated proposal form submitted by the Policyholder to Us, including any declarations and statements annexed to it.
  - xvii) Rider means a rider, if any, issued by Us, attached to and forming a part of this Policy.
  - xviii) Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
  - xix) Schedule means the schedule (including any annexures/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
  - xx) Single Premium means the amount of premium paid as a single payment by the Policyholder prior to the Commencement Date.
  - xxi) Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 3)a).
  - xxii) Surrender Value means the surrender value payable in accordance with Article 5).
  - xxiii) We, Our or Us means the Aviva Life Insurance Company India Limited.
  - xxiv) You or Your means the adult Policyholder named in the Schedule who has concluded this Policy with Us, subject always to Article 2).
- b) Where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment includes any amendment to that enactment.

#### 2) Auto Vesting

If the Proposal Form specifies that the Insured is Your spouse then, on Your death the Policy shall immediately and automatically vest in the Insured who shall be deemed to be the Policyholder of this Policy.

#### 3) Benefits

- a) **Death Benefit**
- (i) If the Insured Event occurs during the Policy Term and while the Policy is in force, then We will pay the Sum Assured.
  - (ii) If the Insured Event occurs during the Policy Term but after the Policy has become paid-up under Article 4), We will pay the Paid-up Sum Assured.
- b) **Maturity Benefit**
- If the Insured Event has not occurred and the Policy is in force on the Maturity Date, We will pay You the sum of all Regular Premiums or Single Premium, whichever is applicable, received under the Policy (excluding extra premiums, rider premiums and taxes, if any) provided that all due Regular Premiums have been received before the Maturity Date.

If the Insured Event has not occurred and the Policy has become paid-up under Article 4) before the Maturity Date, We will pay You the Paid-up Value.

**4) Payment of Premium, Grace Period, Revival and Dealings with the Policy**

- a) If You have opted for Regular Premium and Your Premium Frequency is annual, Regular Premium shall be paid on every Policy Anniversary. If Your Premium Frequency is half yearly, or quarterly, or monthly, then the Regular Premium shall be paid on the day corresponding with the Commencement Date in every half-year, quarter or month respectively. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date.

You may change the Premium Frequency on any Policy Anniversary by giving Us a written notice at least thirty (30) days before that Policy Anniversary. The change in Premium Frequency shall be effected by an endorsement by Us to the Schedule and subject to the payment of the alteration charges specified in the Schedule.

- b) If We have not received the Regular Premium in full by the date on which it was due to Us, then We shall allow a grace period of 30 days (15 days if Premium Frequency is monthly) for You to pay the Regular Premium to Us. If the Insured Event occurs during the grace period then We will make payment in accordance with Article 3)a)i).

- c) If We do not receive the due Regular Premium in full within the grace period, then:

- i) If the default in payment of Regular Premium occurs during the first three (3) Policy Years, then:
- (1) This Policy shall immediately and automatically lapse without acquiring any value, and no amounts will be payable under the Policy on the occurrence of an Insured Event or otherwise.
  - (2) You may give Us written notice to revive the Policy within two (2) years of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
    - (i) You shall pay the due Regular Premium in full and the interest specified by Us and revival fee specified in the Schedule in advance.
    - (ii) Even if You have submitted all the information and documentation sought there is no obligation on Us to revive the Policy or revive it on the same terms and that the revival is subject to Our underwriting requirements, as applicable form time to time.
    - (iii) The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
  - (3) If We do not receive Your notice to reinstate the Policy within two (2) years of the due date of the first unpaid Regular Premium then the Policy will be automatically terminated and no amount shall be payable under or in relation to the Policy.
- ii) If the default in payment of Regular Premium occurs after the completion of the first three (3) Policy Years and We have received the Regular Premium due in full for at least the first three (3) Policy Years, then:
- (1) The Policy will be automatically deemed to have become paid up and the Policy will acquire a Paid-up Sum Assured which shall be calculated as follows:

$$\text{Sum Assured} \times \left( \frac{\text{Number of Regular Premium paid}}{\text{Total number of Regular Premium payable under the Policy}} \right)$$

- (2) If the Policy becomes paid up, then, unless the Policy is subsequently revived:
  - (i) only the Paid up Sum Assured will be payable on the occurrence of the Insured Event in accordance with Article 3)a)ii). and
  - (ii) on the Maturity Date, the Paid-up Value (the sum of all Regular Premiums received, excluding extra premiums, rider premiums and taxes, if any till the date of first unpaid Regular Premium) will become payable in accordance with Article 3)b)ii).
- (3) If the Policy has become paid-up, then You may either:
  - (i) Give Us written notice to surrender the Policy in accordance with Article 5; or
  - (ii) You may give Us written notice to revive the Policy within two (2) years of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
    1. You shall pay the due Regular Premium in full and the interest specified by Us and the revival fee specified in the Schedule in advance.
    2. Even if You have submitted all the information and documentation sought there is no obligation on Us to revive the Policy or revive it on the same terms and that the revival is subject to Our underwriting requirements, as applicable form time to time.
    3. The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.

- d) No loan shall be granted under this Policy.

**5) Surrender Value**

**a) Regular Premium Policies**

- i) You may surrender the Policy after the commencement of the fourth (4<sup>th</sup>) Policy Year if all Regular Premium due for the first three (3) Policy Years has been received in full and We will pay the Surrender Value which is the higher of the 'Guaranteed Surrender Value' and the 'Special Surrender Value' where:
- ii) The Guaranteed Surrender Value is 30% of the total Regular Premium paid excluding:
  - (1) The Regular Premium paid in respect of the first Policy Year, and
  - (2) Any rider premium paid.
  - (3) Any Regular Premium payment made for any extra mortality rating, and
  - (4) Any taxes.
- iii) The Special Surrender Value is calculated as follows:

$\text{Paid-up Value} \times \text{Surrender Value Factor}$
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We will apply the surrender value factors as decided by Us, in Our sole discretion, from time to time. Before making a request for surrender, You may approach Our nearest branch for getting the applicable surrender value factor in respect of Your Policy.

b) **Single Premium Policies**

- i) You may surrender the Policy after the commencement of the second (2<sup>nd</sup>) Policy Year, and We will pay the Guaranteed Surrender Value which is calculated as follows:

$$\frac{75\% \times (\text{Outstanding Policy Term in years}) \times \text{Single Premium}}{\text{Original Policy Term in years}}$$

- (1) Where 'Outstanding Policy Term' will be calculated as on the date of surrender and any fraction of the year will be rounded -
- down to zero, if the fraction is less than half; and
  - up to one, if the fraction is greater than or equal to half.
- (2) The Single Premium would exclude extra premium, rider premium and taxes, if any

6) **Conditions for Payment**

It is a condition precedent to Our liability to make any payment that We are:

- a) Given written notice immediately and in any event within 90 days of the occurrence of an Insured Event, and
- b) Given such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured Event and/or Our liability in respect of it, including but not limited to:
- (1) Our claim form duly completed.
  - (2) The Policy Document.
  - (3) Evidence of date of birth if We have not admitted age.
  - (4) The original or a legalised copy of the death certificate showing the circumstances of, cause of and the date of death.
- c) We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.

7) **Termination**

This Policy will terminate immediately and automatically on the occurrence of the earliest of the following:

- a) The occurrence of the Insured Event.
- b) The Maturity Date.
- c) The payment of the surrender value under Article 5).
- d) In case of Regular Premium policy, on the expiry of two (2) years from the due date of the first unpaid Regular Premium, if the Regular Premium in respect of the first three (3) Policy Years has not been received.

8) **Suicide**

If the Insured Event occurs due to suicide or attempted suicide within 12 months of the Commencement Date or the date of reinstatement of the Policy, only the Surrender Value if any shall be payable.

9) **Taxation**

We may make such deductions which in Our opinion are necessary and appropriate from the Regular Premium or Single Premium payable or the benefits receivable under this Policy on account of any tax or other payment which may be imposed in relation to the Policy by any legislation, order, regulation or otherwise upon Us or You.

10) **Nomination and Assignment**

- a) You may nominate a Nominee or change an existing Nominee by giving Us written notice.
- b) Any nomination and any change in nomination will take effect only when We register the same in Our records and We send an endorsement confirming the identity of the Nominee.
- c) If there are no Nominees then We will pay Your legal heirs or legal representatives.
- d) You may assign this Policy. An assignment of the Policy shall automatically cancel all nominations. No assignment shall be effective against Us until We have received a written notice of the assignment.
- e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

11) **Entire Contract**

This Policy constitutes the complete contract of insurance between You and Us. We may amend the Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the Insurance Regulatory and Development Authority..

12) **Due Observance**

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability.

13) **Fraud**

If You or anyone acting on Your behalf or at Your direction or with Your knowledge makes or advances any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Policy shall be void and any amount actually paid or potentially payable shall be forfeited.

14) **Territorial Limits & Currency**

All Regular Premium/Single Premium and benefits are payable only within India and in Indian Rupees.

**15) Misstatement**

In accordance with Section 45 of the Insurance Act, 1938:

- a) No Policy shall after the expiry of two years from the Commencement Date be called into question by Us on the ground that a statement made in the Proposal Form or in any report of a medical officer or referee, or Your friend, or in any other document leading to the issue of the Policy Document was inaccurate or false unless We show that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by You and that You knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.
- b) Nothing in this Article shall prevent Us from calling for proof of age at any time if We are entitled to do so, and no Policy shall be deemed to be called into question merely because the terms of the Policy Document are adjusted on subsequent proof that the Your age was incorrectly stated in the Proposal Form. If there is a change in or amendment to Section 45 of the Insurance Act, 1938, then it is agreed that Our rights to call into question any Policy shall be as per the change in or amendment to the law on the date when the Policy is called into question.

**16) Loss of the Policy Document**

- a) We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Policy Document, at Your expense, as We consider necessary before issuing a duplicate Policy Document. We have the right to charge a fee for the issue of a duplicate Policy Document.
- b) If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original shall cease to be of any legal effect and You shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a duplicate Policy Document.

**17) Notices & Correspondence**

- a) You shall give Us all notices, instructions and correspondence in writing at Our address specified in the Schedule or at any of Our branch offices.
- b) All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule. You shall notify Us of any change in Your address or Your Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
- c) Any Policy Document or any other communication sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule shall be deemed to have been received by You within 7 days from the date of dispatch.

**18) Agent's Authority**

- a) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- b) No insurance agent is authorised to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

**19) Governing Law**

Any and all disputes or differences arising out of or under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.



## TERMS & CONDITIONS

### Aviva LifeShield Advantage Non-linked-Non-participating Plan- (UIN:122N081V01 ) Option-B

Your Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which means these Standard Terms & Conditions, the Schedule and Riders, if any.

#### 1) Interpretation and Definitions

- a) The terms defined below have the meanings given to them wherever they appear in the Policy Document:
- i) Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
  - ii) Insured means the person named as the life insured in the Schedule.
  - iii) Insured Event means the earlier of the Insured's death or Permanent Total Disability suffered by the Insured due to an accident.
  - iv) Maturity Benefit means the amount payable in accordance with Article 3)b).
  - v) Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable.
  - vi) Nominee means the person named in Schedule who has been nominated in accordance with Article 10).
  - vii) Paid-up Sum Assured means the Sum Assured for a paid-up Policy which is calculated in accordance with Article 4)c)ii).
  - viii) Paid-up Value means the Maturity Benefit for a paid -up Policy which is calculated in accordance with Article 4).
  - ix) Permanent Total Disability means the permanent and total disability suffered by the Insured caused solely and directly as a result of accidental bodily injury, resulting directly in -
    - loss by physical separation (or loss of use) of two limbs; or
    - complete and irremediable loss of sight in both eyes; or
    - loss by physical separation (or loss of use) of one limb, accompanied by the complete and irremediable loss of sight in one eye; or
    - continuous disability for a period of one (1) year and the Insured has been determined by Us to be incapacitated to such an extent as to render the Insured unable ever to resume his own or similar employment.[limb means hand/ foot at or above wrist/ ankle].
  - x) Policy means the arrangements established by this Policy Document.
  - xi) Policyholder means the adult named in the Schedule who has concluded this Policy with Us.
  - xii) Policy Anniversary means the annual anniversary of the Commencement Date.
  - xiii) Policy Term means the period between the Commencement Date and the Maturity Date.
  - xiv) Policy Year means the year commencing on the Commencement Date or any Policy Anniversary.
  - xv) Regular Premium means the amount payable by You in the manner and at the intervals (Premium Frequency) specified in the Schedule and Article 4)a).
  - xvi) Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
  - xvii) Proposal Form means the signed, completed and dated proposal form submitted by the Policyholder to Us, including any declarations and statements annexed to it.
  - xviii) Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
  - xix) Schedule means the schedule (including any annexures/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
  - xx) Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 3)a).
  - xxi) Surrender Value means the surrender value payable in accordance with Article 5).
  - xxii) We, Our or Us means the Aviva Life Insurance Company India Limited.
  - xxiii) You or Your means the adult Policyholder named in the Schedule who has concluded this Policy with Us, subject always to Article 2).
- b) Where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment include any amendment to that enactment.

#### 2) Auto Vesting

If the Policyholder is the Insured's spouse, then on the death of Policyholder, the Policy shall immediately and automatically vest in the Insured.

#### 3) Benefits

- a) **Death/ Permanent Total Disability Benefit**
- (i) If the Insured Event occurs during the Policy Term and while the Policy is in force, then We will pay the Sum Assured and the sum of all Regular Premiums received under the Policy (excluding extra premiums and taxes, if any) until the date of notification of Insured Event.
  - (ii) If the Insured dies during the Policy Term but after the Policy has become paid up under Article 4), We will pay the Paid-up Sum Assured.
- b) **Maturity Benefit**
- If the Insured Event has not occurred and the Policy is in force on the Maturity Date, We will pay You the sum of all Regular Premiums received under the Policy (excluding extra premiums and taxes, if any) provided all due Regular Premiums have been received before the Maturity Date.
- If the Insured Event has not occurred and the Policy has become paid up under Article 4) before the Maturity Date, We will pay You the Paid-up Value.

**4) Payment of Premium, Grace Period, Revival and Dealings with the Policy**

- a) Regular Premium shall be paid on every Policy Anniversary, if Your Premium Frequency is annual. If Your Premium Frequency is half yearly, or quarterly, or monthly, then the Regular Premium shall be paid on the day corresponding with the Commencement Date in every half-year, quarter or month respectively. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date. You may change the Premium Frequency on any Policy Anniversary by giving Us a written notice at least thirty (30) days before that Policy Anniversary. The change in Premium Frequency shall be effected by an endorsement by Us to the Schedule and subject to the payment of the alteration charges specified in the Schedule.
- b) If We have not received the Regular Premium in full by the date on which it was due to Us, then We shall allow a grace period of 30 days (15 days if Premium Frequency is monthly) for You to pay the Regular Premium to Us. If the Insured Event occurs during the grace period then We will make payment in accordance with Article 3)a)i).
- c) If We do not receive the due Regular Premium in full within the grace period, then:
- i) If the default in payment of Regular Premium occurs during the first three (3) Policy Years, then:
- (1) This Policy shall immediately and automatically lapse without acquiring any value, and no amounts will be payable under the Policy on the occurrence of an Insured Event or otherwise.
- (2) You may give Us written notice to revive the Policy within two (2) years of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
- (i) You shall pay the due Regular Premium in full and the interest specified by Us and revival fee specified in the Schedule in advance.
- (ii) Even if You have submitted all the information and documentation sought there is no obligation on Us to revive the Policy or revive it on the same terms and that the revival is subject to Our underwriting requirements, as applicable form time to time.
- (iii) The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
- (3) If We do not receive Your notice to reinstate the Policy within two (2) years of the due date of the first unpaid Regular Premium then the Policy will be automatically terminated and no amount shall be payable under or in relation to the Policy.
- ii) If the default in payment of Regular Premium occurs after the completion of the first three (3) Policy Years and We have received the Regular Premium due in full for at least the first three (3) Policy Years, then:
- (1) The Policy will be automatically deemed to have become paid up and the Policy will acquire a Paid-up Sum Assured which shall be calculated as follows:
- $$\text{Sum Assured} \times \left( \frac{\text{Number of Regular Premiums paid}}{\text{Total number of Regular Premium payable under the Policy}} \right)$$
- (2) If the Policy becomes paid up, then, unless the Policy is subsequently revived:
- (i) only the Paid up Sum Assured will be payable on the occurrence of death of the Insured in accordance with Article 3)a)ii); and
- (ii) on the Maturity Date, the Paid-up Value (the sum of all Regular Premiums received, excluding extra premiums and taxes, if any till the date of first unpaid Regular Premium) will become payable in accordance with Article 3)b)ii).
- (3) If the Policy has become paid-up, then You may either:
- (i) Give Us written notice to surrender the Policy in accordance with Article 5; or
- (ii) You may give Us written notice to revive the Policy within two (2) years of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
1. You shall pay the due Regular Premium in full and the interest specified by Us and the revival fee specified in the Schedule in advance.
2. Even if You have submitted all the information and documentation sought there is no obligation on Us to revive the Policy or revive it on the same terms and that the revival is subject to Our underwriting requirements, as applicable form time to time.
3. The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
- d) No loan shall be granted under this Policy.

**5) Surrender Value**

You may surrender the Policy after the commencement of the fourth (4<sup>th</sup>) Policy Year if all Regular Premium due for the first three (3) Policy Years has been received in full and We will pay the Surrender Value which is the higher of the 'Guaranteed Surrender Value' and the 'Special Surrender Value' where:

- i) The Guaranteed Surrender Value is 30% of the total Regular Premium paid excluding:
- (1) The Regular Premium paid in respect of the first Policy Year, and
- (2) Any Regular Premium payment made for any extra mortality rating, and
- (3) Any taxes.
- ii) The Special Surrender Value is calculated as follows:

Paid-up Value X Surrender Value Factor
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We will apply the surrender value factors as decided by Us in Our sole discretion, from time to time. Before making a request for surrender, You may approach Our nearest branch for getting the applicable surrender value factor in respect of Your Policy.

**6) Conditions for Payment**

It is a condition precedent to Our liability to make any payment that We are:

- a) Given written notice immediately and in any event within 90 days of the occurrence of an Insured Event, and

- b) Given such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured Event and/or Our liability in respect of it, including but not limited to:
  - (1) Our claim form duly completed.
  - (2) The Policy Document.
  - (3) Evidence of date of birth if We have not admitted age.
  - (4) The original or a legalised copy of the death certificate showing the circumstances of, cause of and the date of death.
- c) We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.

**7) Termination**

This Policy will terminate immediately and automatically on the occurrence of the earliest of the following:

- a) The occurrence of the Insured Event.
- b) The Maturity Date.
- c) The payment of the Surrender Value under Article 5).
- d) On the expiry of two (2) years from the due date of the first unpaid Regular Premium, if the Regular Premium in respect of the first three (3) Policy Years has not been received.

**8) Exclusions**

**a) Suicide**

If the Insured's death occurs due to suicide or attempted suicide within 12 months of the Commencement Date or the date of reinstatement of the Policy only the Surrender Value if any shall be payable.

**b) Other exclusions (e.g. occupational hazard, travel)**

We shall not be liable to make any payment under Article 3)a) if the Permanent Total Disability of the Insured is caused or aggravated directly or indirectly by:

- i. Alcohol or drug abuse including drug taking other than prescribed by a registered and qualified medical practitioner, any actual or alleged crime committed by the Insured, willful self inflicted injury, attempted suicide or unreasonable failure to seek or follow medical advice.
- ii. Failure to seek and follow medical treatment and advice from a registered and qualified medical practitioner immediately following an accident.
- iii. Engaging in racing of any kind other than athletics or swimming.
- iv. Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or willful participation in acts of violence.
- v. Radioactive contamination due to a nuclear accident.
- vi. Any mental or functional disorder.
- vii. Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
- viii. Any condition existing prior to the Commencement Date except as stated in the Schedule.
- ix. Aviation other than as a passenger in a commercial licensed passenger aircraft.
- x. Human Immunodeficiency Virus (HIV) or variants (including Acquired Immune Deficiency Syndrome (AIDS))

**9) Taxation**

We may make such deductions which in Our opinion are necessary and appropriate from the Regular Premium payable or the benefits receivable under this Policy on account of any tax or other payments which may be imposed by in relation to the Policy by any legislation, order, regulation or otherwise upon Us or You.

**10) Nomination and Assignment**

- a) You may nominate a Nominee or change an existing Nominee by giving Us written notice.
- b) Any nomination and any change in nomination will take effect only when We register the same in Our records and We send an endorsement confirming the identity of the Nominee.
- c) If there are no Nominees then We will pay Your legal heirs or legal representatives.
- d) You may assign this Policy. An assignment of the Policy shall automatically cancel all nominations. No assignment shall be effective against Us until We have received a written notice of the assignment.
- e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

**11) Entire Contract**

This Policy constitutes the complete contract of insurance between You and Us. We may amend the Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the Insurance Regulatory and Development Authority.

**12) Due Observance**

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability.

**13) Fraud**

If You or anyone acting on Your behalf or at Your direction or with Your knowledge makes or advances any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Policy shall be void and any amount actually paid or potentially payable shall be forfeited.

**14) Territorial Limits & Currency**

All Regular Premium and benefits are payable only within India and in Indian Rupees.

**15) Misstatement**

In accordance with Section 45 of the Insurance Act, 1938:

- a) No Policy shall after the expiry of two years from the Commencement Date be called into question by Us on the ground that a statement made in the Proposal Form or in any report of a medical officer or referee, or Your friend, or in any other document leading to the issue of the Policy Document was inaccurate or false unless We show that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by You and that You knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.
- b) Nothing in this Article shall prevent Us from calling for proof of age at any time if We are entitled to do so, and no Policy shall be deemed to be called into question merely because the terms of the Policy Document are adjusted on subsequent proof that the Your age was incorrectly stated in the Proposal Form. If there is a change in or amendment to Section 45 of the Insurance Act, 1938, then it is agreed that Our rights to call into question any Policy shall be as per the change in or amendment to the law on the date when the Policy is called into question.

**16) Loss of the Policy Document**

- a) We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Policy Document, at Your expense, as We consider necessary before issuing a duplicate Policy Document. We have the right to charge a fee for the issue of a duplicate Policy Document.
- b) If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original shall cease to be of any legal effect and You shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a duplicate Policy Document.

**17) Notices & Correspondence**

- a) You shall give Us all notices, instructions and correspondence in writing at Our address specified in the Schedule or at any of Our branch offices.
- b) All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule. You shall notify Us of any change in Your address or Your Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
- c) Any Policy Document or any other communication sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule shall be deemed to have been received by You within 7 days from the date of dispatch.

**18) Agent's Authority**

- a) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- b) No insurance agent is authorised to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

**19) Governing Law**

Any and all disputes or differences arising out of or under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.